THE HON'BLE SRI JUSTICE C.V. RAMULU

Wednesday, 31st day of January,2007

W.P.No.9875 of 1997

Between:-

B. Dayanand ...
Petitioner

and

General Manager, Bharat
Heavy Electricals Ltd., Corporate
Research & Development Division,
Vikasnagar, Hyderabad
and others ...
Respondents

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ORAL ORDER:

This Writ Petition is filed questioning the Award dated 28-12-1996 passed in I.D.No.109 of 1995 on the file of Additional Industrial Tribunal-cum-Additional Labour Court, Hyderabad.

Petitioner is the workman and the respondent is the Management. Petitioner raised a dispute under Section 2-A(2) of the Industrial Disputes Act,1947 (for short 'the Act') stating that he was appointed in the respondent-organization with effect from 31-3-1995 without assigning any reasons and without following the provisions of Section 25-F of the Act. The Management filed a counter before the Tribunal stating that initially the petitioner was appointed with effect from 13-7-1993 for a period of one year. Thereafter, the contract was extended from 12-8-1994 to 31-3-1995. Both these letters of appointment showing that the petitioner was appointed on contract basis were marked as Exs.M1 and M2. On the basis of those documents and other material placed before it, the Tribunal came to the conclusion that the respondent-organization is justified in disengaging the petitioner since it comes under one of the exceptions to the definition of 'retrenchment' under Section 2(oo)(bb) of the Act and dismissed the I.D. Challenging the same, the present Writ Petition is filed.

Learned counsel for the petitioner strenuously contended that though Exs.M1 and M2-letters are termed as contract, petitioner was continued in service for more than 240 days preceding the date of termination; therefore, the provisions of Section 25-F of the Act are attracted and the Tribunal erroneously dismissed the claim petition on a misconception that the case of the petitioner does not fall under Section 25F of the Act.

There is no necessity of going into all the details. A perusal of Exs.M1 and M2 would categorically indicate that the petitioner was appointed for a fixed period. Thus, the terms of appointment show that it was a contract appointment. Therefore, it attracts one of the exceptions to the definition of 'retrenchment' i.e. Section 2(oo)(bb) of the Act. As such, it cannot be said that the Tribunal was wrong in coming to the conclusion that Section 25-F of the Act has no application to the facts of this case. The Writ Petition is devoid of merits and is liable to be dismissed.

Accordingly, the Writ Petition is dismissed. No order as to costs.

31-1-2007

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